

AGREEMENT
BETWEEN
STOREY COUNTY, NEVADA
AND
COMSTOCK CHAPTER, AFSCME LOCAL 4041
JULY 1, 2013 – JUNE 30, 2016

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PREAMBLE

This Agreement is made and entered into this 2nd day of July, 2013, at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Board of Commissioners in the County of Storey, Nevada, a County Government, hereinafter referred to as the Employer, and the Storey County Employee's Association AFSCME Local Union Comstock Chapter, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages, hours and other conditions of employment.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the job classifications listed in Appendix A attached hereto. The Employer agrees not to recognize or bargain with any other organization purporting to represent the members of the bargaining unit for as long as the Union remains eligible for recognition as an Employee organization.

ARTICLE 2. SUPERVISOR DEFINITION

Supervisory Employees, as defined by NRS 288, shall be specifically excluded from membership in the bargaining unit.

ARTICLE 3. EMPLOYEE DEFINITION

As used herein, unless the context otherwise requires, the words and terms listed below shall have the meanings ascribed to them in this section. All positions shall be filled according to this agreement and County policy.

1. "Regular Full-Time Employee" means an Employee who has been retained in a regular position after completion of the probationary period, whose regular workweek consists of at least forty (40) hours. This definition shall be changed throughout the contract to mean that a full-time workweek consists of at least forty (40) hours. Current Employees considered full-time with a 35-hour workweek shall continue to be considered full-time with a 35-hour workweek until such time as their full-time workweek becomes 40 hours.
2. "Regular Part-Time Employee" means an Employee in a position which is considered half-time or more according to the full-time work schedule of the Employer.
3. "Probationary Employee" means an Employee who is on probation in a regular position for a period of nine (9) months. Newly hired Probationary Employees are excluded from the coverage of this Agreement and may be laid-off or discharged during this period for any reason or no reason. After such trial period, an Employee shall be deemed to be a Regular Employee, and shall acquire seniority from his/her first date of hire. Probationary Employees shall not be subject to the terms of this Agreement except as otherwise provided herein. Probationary periods may be extended for not more than three (3) months by mutual agreement.
4. Temporary, Intermittent, and Seasonal positions are excluded from the coverage of this Agreement. These positions may fill regular or non-regular positions.

ARTICLE 4. ELIGIBILITY FOR BENEFITS

The rights and benefits provided herein shall be accorded to all Regular Full-Time Employees and Regular Part-Time Employees. Regular Part-Time Employees shall receive prorated Annual Leave, Sick Leave and Merit salary increase benefits according to the number of hours worked. The term of any probationary period shall be credited for the purposes of determining Annual Leave, Sick Leave, Merit salary increases, promotional rights, and insurance eligibility.

ARTICLE 5. RIGHT TO ORGANIZE

Employees shall have the right to form, organize, join and administer an Employee organization and to designate their representatives for purposes of collective bargaining. The Employer shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

ARTICLE 6. INFORMATION REQUEST

The Union may request, in writing, reasonable information concerning any subject matter included in the scope of mandatory bargaining necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The Employer shall furnish the information requested within a reasonable period of time.

ARTICLE 7. UNION BUSINESS

Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this shall not disrupt normal work. Union business may only be conducted during non-work time, such as before work and after work, during breaks and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business, but shall be limited to all parties to this Agreement and subject to established County policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

ARTICLE 8. UNION USE OF BUILDINGS

The Union may use the County's buildings, excluding District Court, for meetings if such use does not interfere with the County's operations. The Supervisor's permission must be obtained before any meeting, but such permission may not be unreasonably withheld. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings, excluding District Court, for Union meetings.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer

harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 9. NOTIFICATION TO THE UNION OF NEW EMPLOYEES & CHANGES TO COUNTY CODES/ADMINISTRATIVE POLICIES

1. The Employer shall notify the Union of the name, classification and starting grade and step for each new Employee within thirty (30) days of the new Employee's starting date.
2. The Employer shall provide each new Employee an Orientation pursuant to Storey County Administrative Policies and Procedures.
 - a. Employees in a position eligible for AFSCME rights and benefits shall be provided the name and email contact information for the current Comstock Chapter President or other designated representative, as well as access to the Storey Membership website or a designated website where the current Agreement can be viewed in its entirety.
3. The Employer shall provide to the current Comstock Chapter President or other designated representative a copy of all new and amended County Codes and County Administrative Policies, as well as written notice of all repealed County Codes and County Administrative Policies, within thirty (30) days of approval thereof.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATION

In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer shall notify the Union as to its intended action. Where the proposed change(s) impact matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon written request from the Union, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 11. RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

Up to two (2) members of the Union shall be granted leave from duty with full pay for a reasonable number of meetings between the Employer and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.

Up to two (2) members of the Union's Grievance Board, one (1) aggrieved Employee, one (1) Union representative, and any witness shall be granted leave from duty with full pay for all meetings between the Employer and the Union for the purpose of processing grievances and attending hearings when such meetings take place at a time when such members are scheduled to be on duty.

ARTICLE 12. EXCLUSIVE RIGHTS OF THE UNION

The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the Employees in the bargaining unit.

ARTICLE 13. PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually authorize in writing that such deductions be made. The election of payment of dues by payroll deduction cannot be changed or revoked by the Employee without written permission from the Treasurer of the Union, except as provided in subsection 2 of this Article. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The written authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement and shall clearly state the following terms and conditions under which it may be revoked:
 - a. The individual Employees may revoke a request that dues be deducted by submitting written notice to the Union and Payroll Processing. The revocation is effective on a date determined by Payroll Processing, but not later than thirty (30) days after the date upon which Payroll Processing receives written notice from the Employee.
 - b. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by check via U.S. Mail as soon as reasonably possible after the end of each biweekly pay period. The Employer will provide a list either by hard copy or disc of the names of the individual Employees for whom dues are remitted.
 - c. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. All other legal and required deductions have priority over Union dues.
 - d. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, and all other forms of liability which might arise out of or by reason of any action taken or not taken by the Employer pursuant to the provisions of this Article.

ARTICLE 14. MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiation include the following:
 - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
 - b. The right to reduce in force or lay-off any Employee because of lack of work or lack of money, subject to NRS 288.
 - c. The right to determine:
 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 3. The quality and quantity of services to be offered to the public; and
 4. The means and methods of offering those services.
 - d. Safety of the public.
2. Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this Agreement for the duration of the emergency. Any actions taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.
3. The Employer shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, taxpayers, and Employees.
4. The Employer may discuss but is not required to negotiate subject matters enumerated in subsection (1) of this Article which are outside the scope of mandatory bargaining.
5. The retention of these rights does not preclude any Employee from filing a grievance or seeking a review of the exercise of these rights.

ARTICLE 15. AUTOMATIC PAYROLL DEPOSIT PROGRAM

The Employer agrees to provide an automatic payroll check deposit program. All bargaining unit Employees shall have direct deposit with an approved financial institution. The Union holds the Employer harmless if the bargaining unit Employee is not in compliance with the direct deposit program as outlined by the Employer pursuant to this Agreement.

ARTICLE 16. NON-DISCRIMINATION

Employer agrees to comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Equal Employment Opportunity Act of 1972; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613); the right of an Employee to join or refrain from joining an Employee organization (NRS 288); and any other applicable federal, state, and local statutory provisions.

ARTICLE 17. GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. A grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.
- c. Working Days for the purpose of a grievance or an appeal shall mean a weekday, Monday through Friday, excluding holidays.
- d. The Grievance Board shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Union.
- e. The Grievance Screening Committee shall consist of any three (3) current members of the Board of Directors of the Comstock Chapter.

2. RIGHTS OF REPRESENTATION

With the consent of the aggrieved Employee(s), one (1) Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article. If, in the judgment of the

Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.

3. INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate Supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.

4. INFORMAL RESOLUTION

Within ten (10) working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate Supervisor. A Supervisor shall have five (5) working days to provide a decision to the Employee.

- a. The Grievance Screening Committee shall convene within ten (10) working days from the date the Supervisor provides, or should provide, a decision to the Employee. The Committee shall determine the validity of proceeding to a Formal Level Grievance. The Employee shall be provided a pre-determined amount of time to provide evidence, prepare for witnesses, etc., as necessary. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the issue is no longer considered a Grievance per this Agreement.

5. FORMAL LEVELS

Level I. If a grievant is not satisfied with the resolution proposed at the informal level, s/he may, within ten (10) working days of the receipt of such decision, file a formal written grievance with his/her Supervisor, describing the grievance, the specific section(s) of this Agreement or County rules, regulations, and/or policies allegedly violated, and the remedy requested. The Supervisor may have a meeting with the grievant and within ten (10) working days of receiving the grievance provide a written decision to the grievant.

If the Supervisor fails to respond within ten (10) working days of receiving the grievance, the grievance, if non-monetary, shall be granted in the grievant's favor. If the grievance contains a request for a monetary remedy, the grievance shall automatically advance to Level II.

Level II. If the grievant is not satisfied with the decision rendered by the Supervisor, the grievant may, within ten (10) working days from the receipt of such decision, file a written appeal to the Personnel Director. Within ten (10) working days of receipt of the written appeal, the Personnel Director shall direct that the Grievance Board be convened at a place agreeable to the parties and at a time not more than twenty (20) working days from the date of the notice directing that the Grievance Board be convened. The procedure for the Grievance Board shall be previously

agreed upon by the Union and the Employer. The majority decision by the Grievance Board is final and binding.

Level III. In the event the Grievance Board is deadlocked, the grievance may be submitted to arbitration for resolution. The grievant or the Union shall exercise the right to arbitration by giving the Personnel Director written notice of intent to arbitrate within ten (10) working days from the date of receipt of the Grievance Board's notification of deadlock at Level II. If any question arises as to the ability to arbitrate the grievance, and the grievant or the Union has decided to proceed, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) working days after the Personnel Director receives the written notice of intent to arbitrate, The Employer and the grievant or the Union will attempt to agree upon a mutually acceptable arbitrator, and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain a commitment to serve from the agreed-upon arbitrator within the ten (10) working day period, a request for a list of seven (7) arbitrators may be made by either party to the Federal Mediation and Conciliation Service. Within five (5) working days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall, thereafter, confer promptly with the parties; shall set and hold hearings; and shall issue a written decision setting forth the arbitrator's findings of fact, conclusions of law, and decision within thirty (30) working days from the date of the conclusion of all hearings on the matter arbitrated. The arbitrator's written decision shall be consistent with the law and the terms of this Agreement, and shall be final and binding upon the parties. The arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the Employer. No arbitrator shall have the power or ability to modify, amend, or alter any terms or conditions of this Agreement.

6. ARBITRATION COSTS

- a. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the costs of its own presentation including, but not limited to, witness fees and expenses, preparation, pre- and post-hearing briefs, and legal fees, if any.
- b. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

7. JURISDICTION OF THE ARBITRATOR

The arbitrator shall decide all substantive and procedural issues. Upon request of either party, and in the discretion of the arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

- a. If the grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. The grievant may be represented by a person of his/her choice at any level of this procedure.
- c. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a matter not addressed herein through the chain of command to the Personnel Director.
- d. Proof of service shall be accomplished by certified mail or personal service evidenced by a notarized affidavit of service.

9. EXCEPTIONS TO TIME LIMITS

The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer, or otherwise excused for just cause.

A grievance alleging errors in salary which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the grievance alleging the errors in the first instance.

Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.

ARTICLE 18. JOB CLASSIFICATIONS / SALARIES

The job classes and corresponding rates of pay shown in Appendix A have been established by formal action of the Board of Commissioners effective July 1, 2013. The rate of pay for each class that is an exempt position under the Federal Fair Labor Standards Act (FLSA) shall be a biweekly rate of pay which is a step in the range assigned to the job classification. Any change in the job classification or rates of pay for job classification shall be subject to negotiations.

When payment is to be made for a period of less than a two week time period, the bi-weekly rate of pay shall be converted to an hourly rate and the amount of compensation due to the Employee shall be computed based on the number of hours worked using the hourly rate. The hourly rate

for Regular Full-Time Employees is based on a forty (40) hour workweek. Regular Part-Time Employees will be paid the same hourly rate of pay established for the same job classification established for Regular Full-Time Employees on a prorated basis based on actual hour worked. The results shall be rounded up to the nearest penny.

Pay periods and paydays for Employees are paid on a bi-weekly basis. The standard established workweek for Employees begins at 12:01 am on Monday and ends at 12:00 midnight on the following Sunday. Alternate pay periods may be established by mutual agreement of the Employee and the Supervisor, and with the approval of the Personnel Director and notification to the Payroll Department.

Payday is on Friday of every other week. If payday falls on a holiday, Employees are paid on the preceding workday. In the event that the Employee detects an error the Employee will notify the Supervisor and supply proper backup supporting his/her claim. The Supervisor will then advise the Payroll Department and the Employee will receive the adjusted amount on the next paycheck.

Time Reporting. Recording of hours worked and/or Leave time taken by Employees is necessary to provide an accurate basis for preparing paychecks, to ensure compliance with the federal and state laws, and to maintain an effective and efficient cost accounting system. All Employees are responsible for accurately completing their own daily time sheets. All Employees will record all hours worked and all hours off on Leave; Sick, Vacation, or other Leave approved. The Employee and the Employee's Supervisor or his/her designee must sign the time sheet before being submitted to the Payroll Department.

EXTRA DUTIES

1. *Bilingual Pay.* An Employee who is required to use his/her bilingual skills as a function of their job duties shall be entitled to two and one half percent (2.5%) of their base pay.
2. *TAC Differential.* The parties acknowledge that Terminal Agency Coordination (TAC) may be assigned to a variety of different positions within the County. If the TAC duties are assigned in writing by the department Supervisor to an Employee, the Employee so assigned will receive an additional two and one half percent (2.5%) added to their base pay for all hours worked for the duration of the assignment. This differential will be paid for the period of time during which the Employee may be called upon to perform TAC tasks and is not tied to the specific days on which the duties are actually performed. No more than one Employee in each department may receive this differential for TAC duties at any one time.

ARTICLE 19. ACTING PAY

An Employee who is assigned additional responsibilities in a higher classification recognized within the bargaining unit for a minimum of ten (10) consecutive working days or more shall be entitled to temporary duty pay in the amount of five percent (5%) of the Employee's current rate of pay in addition to the Employee's regular rate of pay for the duration of the assignment.

ARTICLE 20. MERIT INCREASE

Employees who maintain a performance evaluation of standard or better are eligible to receive merit increase in pay. There are ten (10) steps in the salary range for each job classification. Performance Review Policy for Storey County (see Appendix B). Peer evaluations shall not be considered in evaluating an Employee's performance for purposes of this Article. All Merit increases are subject to the final approval of the Personnel Director.

1. Upon each successive anniversary date, on the recommendation of the appointing authority, annual merit increases shall be granted to the Employee in recognition of receiving the following overall performance ratings of duties assigned to his/her position:
 - a. An overall Below Expectation performance rating shall not be granted a step advancement;
 - b. A three and one-half percent (3.5%) one-step pay increase in recognition of an overall Meets or Exceeds Expectations performance rating for a maximum of ten (10) Merit steps.
2. Merit increases not granted: If a Merit increase is not granted at time of eligibility, the Supervisor shall inform the Employee in writing and state the reason(s) upon which the decision was based, and provided a prescribed remedy to improve the Employee's performance. If within three (3) months the Employee has corrected the deficiency, the Merit salary increase will be granted and paid from that date.
3. If an Employee has not been evaluated within thirty (30) days following his/her anniversary date, a Merit increase will be granted retroactive to the anniversary date. The Employee shall notify the Personnel Director in-writing that the evaluation has not been done.
4. Parties to this Agreement shall re-open this Article during the course of this Agreement to negotiate incorporating language to adjust the performance evaluation and Merit increase process.

ARTICLE 21. RECLASSIFICATION

1. *Entitlement.* An Employee may submit a written request to his/her Supervisor seeking a job reclassification study if s/he believes that his/her job description, specifications, duties

and responsibilities have changed, both in number and variety, as to cause a significant and permanent workload and/or responsibility increase. The Employee's written request shall include sufficient documentation in support of the request to enable the Personnel Director to determine whether a job reclassification study is warranted. An Employee may not submit more than one written request for a job reclassification study per twelve (12) month period.

2. *Procedures.* A requesting Employee's Supervisor may submit a written request, or in the event that the Supervisor fails or refuses to do so, the Employee may submit a written request for a job re-classification study to the Personnel Director. The Personnel Director will reasonably attempt to conclude the investigation within ninety (90) days after receipt of the written request and provide the Supervisor and the Employee with a written decision, which shall include the reasons supporting such decision. If approved, the re-classification shall be effective as of the date of the written decision provided to the Employee and the Supervisor. A regular Employee who is promoted to a new classification will move to that step in the range which provides not less than a five percent (5%) pay increase, not to exceed the top step in the range for the class.
3. *Dispute over classification.* In the event that a dispute arises regarding the Personnel Director's decision whether to conduct a job reclassification study or regarding the Personnel Director's decision reached at the conclusion of the job reclassification study, the dispute shall be adjudicated as a grievance in accordance with Article 17 of this Agreement.

ARTICLE 22. COST OF LIVING

1. For years in which a PERS contribution rate increase occurs, each Employee shall receive a Cost of Living increase (*Cost of Living Adjustment COLA*) equal to fifty percent (50%) of any PERS increase for that year (see Figure 1).
2. For years in which no PERS contribution rate increase occurs (see Figure 1):
 - a. Each Employee who is capped in the ten-step salary schedule shall receive a Cost of Living increase equal to two percent (2%) for that year;
 - b. Each Employee who is not capped in the ten-step salary schedule shall not be granted a Cost of Living increase for that year.

EMPLOYEE	YEAR A <i>PERS Contribution Rate Increase</i>	YEAR B <i>No PERS Contribution Rate Increase</i>
Capped Employee	50% PERS	2% COLA
Non-Capped Employee	50% PERS	None

Figure 1: The table corresponds to Article 22, Subsections 1 and 2. The contribution rate to the Public Employees' Retirement System (PERS) is revisited during each Legislative session.

ARTICLE 23. HOURS OF WORK

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Preparation for rest and meal periods as well as the end of the workday is work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

Each Regular Full-Time Employee is assigned a regular schedule of forty (40) hours per workweek. A standard workweek consists of five (5), eight (8) hour shifts. Supervisors may schedule Employees an alternative work schedule when appropriate. If the Supervisor chooses to schedule Employees to an alternative work schedule the affected Employees must sign an alternative work schedule agreement. Each Regular Part-Time Employee is assigned a regular schedule by the Supervisor. All schedules are subject to the approval of the Personnel Director.

Any changes to an Employee's permanent regularly scheduled workweek shall require a thirty (30) day written notice to the Employee, with the exception of a drastic change in workload or if the change in schedule is mutually agreed upon by both the Employee and the Supervisor.

Regular Employees shall receive one (1) fifteen (15) minute paid rest period near the midpoint of each half of the workday. No Employee shall work more than four (4) consecutive hours without either a rest period or a meal period. Rest periods may not be delayed to the end of the workday to enable an Employee to leave work early.

Employees that work more than four (4) consecutive hours, including a rest period, shall be given a minimum thirty (30) minute meal period before beginning the sixth (6th) hour of work. Employees working an alternate work schedule will take a minimum thirty (30) minute meal period near the midpoint of the workday and a ten (10) minute rest period per each three-and-one-half (3½) hours of work. The meal period for Employees in the Public Works Department shall be one-half (1/2) hour, near the midpoint of the workday. Meal periods will be uninterrupted and unpaid, during which no work is performed.

Work shall be scheduled in a manner which allows Employees rest periods and meal periods. The Supervisor, in a manner which allows maximum public access to County services, shall schedule rest and meal periods. Provided Employees receive the rest periods and lunch periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual Employees and to respond to changes in department workload. All schedules are subject to the approval of the Personnel Director.

Employees working in the Communication Class Series and who have signed a waiver of breaks are excluded from this Article as it pertains to breaks and meal periods.

An Employee shall receive shift differential pay, in addition to base pay, for all regularly scheduled hours worked on a regularly scheduled shift if fifty percent (50%) or more of the regularly scheduled hours fall between 1800 hours and 0600 hours. The differential rate shall be five percent (5%) of the Employee's base pay.

ARTICLE 24. OVERTIME COMPENSATION

Overtime work shall be offered to eligible and qualified Employees in the classification involved, in the order of their seniority. If the Employee declines the offer of overtime work, such overtime work shall be offered to the next Employee in ascending order of seniority. Such rotation shall be on a continuous basis, that is, the Employee next in line of seniority to the Employee who was offered the immediately preceding period of overtime work shall be first offered the current overtime work.

Employees may be required to remain on-duty beyond their regularly scheduled hours. Overtime shall be compensated at the rate of one-and-one-half (1.5) times the regular hourly compensation. Overtime will be earned in increments of one-quarter (1/4) hours of time worked. Overtime shall be paid for hours worked, except as provided under Callback, in excess of forty (40) hours in one work week.

Paid Annual Leave, Sick Leave, and approved Holidays shall be considered work-time for purposes of calculating overtime.

An Employee's Supervisor shall specifically authorize all overtime.

ARTICLE 25. CALL BACK

Any Employee who is required to return to work by his/her Supervisor in accordance with NRS 286 shall receive a minimum of two (2) hours pay at one-and-one-half (1.5) times the regular hourly rate. Time worked in addition to the initial two (2) hours shall be compensated at one-and-one-half (1.5) times the regular rate of pay for all time actually worked.

ARTICLE 26. STANDBY

An Employee is in Standby status when s/he is:

1. Directed by the Employee's Supervisor or the County Manager to remain available for notification to work during specified hours;
2. Prepared to work if the need arises; and
3. Able to report to work within forty (40) minutes.

An Employee is entitled to receive additional pay of \$2.00 for every hour if s/he is in Standby status or \$3.00 for every hour s/he is in Standby status on a Holiday.

When an Employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on Standby status and qualifies for straight-time or overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to Standby status for the remainder of the time s/he has been directed to be available to work.

An Employee in Standby status is required to abide by any and all applicable laws, statutes, ordinances, rules, regulations, policies, and procedures governing on-duty conduct.

This Article shall apply only to Employees in classified positions in the Community Development Department, and Public Works roads, water and sewer. All others shall require the approval of the County Manager.

ARTICLE 27. VACATION (ANNUAL LEAVE)

Regular Employees continually scheduled to work an average of twenty-one (21) hours or more per week will accrue Annual Leave. Employees do not earn extra Annual Leave for overtime hours worked. Accrual of Annual Leave for eligible Employees shall be as follows:

Date of hire to 5 years	= 0.0577 per hour on paid Status
Completed 5 years to Term of Employment	= 0.0769 per hour on paid Status

Vacation credits shall be accrued for each pay period the Employee is in full pay status for a major portion of his/her regularly scheduled biweekly hours. Hours of Vacation shall be accumulated, provided that no Employee may accumulate earned Vacation in excess of two hundred and forty (240) hours. Not more than this number of Vacation hours may be taken within any calendar year, subject to staffing requirements. An Employee shall be paid at his/her regular hourly rate for each hour of Vacation time taken. Vacation taken during a biweekly period shall be charged before Vacation earned during that pay period is credited.

Holidays, as enumerated in this Agreement, occurring within the Vacation period will not be counted against Vacation hours. An Employee becoming ill while on Annual Leave shall have leave charged to Sick Leave upon request and upon presentation of proper documentation.

Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon re-employment by the Employer.

Upon termination of employment, each Employee shall be compensated at his/her regular hourly rate for his/her total Vacation hours accrued, subject to the Employer's limitations.

Vacation preferences shall be granted in order of seniority. For purposes of this Section, seniority shall be based on total of years/time in County service.

Employees shall request Vacation leave by providing a minimum of fourteen (14) calendar days notice to the Supervisor or Department Head. An exception to this fourteen (14) calendar day requirement may be granted by the Supervisor or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the department.

If an Employee, on or before October 15th, requests Annual Leave in writing and his/her request is denied for any reason at any time, s/he is entitled to payment for any Annual Leave in excess of two hundred and forty (240) hours that s/he requested to take and which s/he would otherwise

forfeit as the result of the denial of his/her request. The payment for the Employee's unused Annual Leave is capped at sixty (60) hours per calendar year and must be made to him/her no later than January 31st.

ARTICLE 28. SICK LEAVE & BEREAVEMENT LEAVE

Sick Leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's scheduled biweekly hours. Accrual of Sick Leave for eligible Employees shall be 0.0577 per hour of paid status from date of hire to term of employment. Accrued Sick Leave hours shall be available for use by eligible Employees at the end of three (3) months of continuous employment.

Sick Leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick Leave shall be granted when the Employee is quarantined, receiving required medical or dental service or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. The Employee must notify the Supervisor prior to taking Sick Leave. If an Employee does not have adequate accrued Sick Leave time, the Employee may be granted the use of other accrued Leave time, if any, in lieu thereof. In no case, however, will Sick Leave time be used or granted as Vacation time.

Bereavement Leave shall be granted to any Regular Full-Time or Part-Time Employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of twenty-four (24) hours of Bereavement Leave per each occurrence, and shall not be charged to the Employee's accumulated Sick Leave. Bereavement Leave in excess of twenty-four (24) hours may be charged to accumulated Sick Leave upon the recommendation of the Supervisor and approval of the Personnel Officer.

Employees may donate Sick Leave to those Employees that do not have adequate accrued Sick Leave as provided in Article 33 governing Catastrophic Sick Leave.

Sick Leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during Sick Leave periods shall not be counted as Sick Leave time. Sick Leave taken during a biweekly pay period shall be charged before Sick Leave earned during that pay period is credited.

An Employee requesting Sick Leave lasting longer than three (3) continuous work days may be required to provide the Supervisor with evidence acceptable to the Supervisor to substantiate the request.

Upon termination of employment, other than for just cause, an Employee who has accrued a minimum of three hundred and sixty (360) hours of Sick Leave shall be compensated for his/her total Sick Leave hours at the following rates up to a maximum amount of \$5,000.00.

SICK LEAVE BUY-OUT

<u>Years of Continuous Service</u>	<u>Rate of Pay</u>
5 years but less than 10 years	12.5 cents on the Dollar
10 years but less than 15 years	25.0 cents on the Dollar
15 years but less than 20 years	40.0 cents on the Dollar
20 years to termination of employment	50.0 cents on the Dollar

Regular Full-Time Employees using sixteen (16) hours or less of any combination of Sick and/or Family Sick Leave in a calendar year shall receive eight (8) hours of “Well Day”* leave with straight-pay. “Well Day” Leave shall not be charged to the Employee’s accrued Sick Leave or Annual Leave. “Well Days” not taken within one (1) calendar year of accrual shall be forfeited.

**The “Well Day” clause shall become effective January 1, 2014 and is scheduled to “sunset” on December 31, 2015, unless reviewed and extended by mutual agreement of the Board of County Commissioners and the Union.*

ARTICLE 29. CATASTROPHIC SICK LEAVE

1. Key Definitions

- a. “Catastrophe” means the Employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence.
- b. “Life Threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.
- c. “Lengthy Convalescence” means a period of disability which the attending physician determines will exceed six (6) weeks.

2. Request for Catastrophic Leave

- a. Catastrophic Leave may not be used when the subject of the catastrophe is a member of the Employee’s family. Catastrophic leave is limited to catastrophes which befall the Employee.
- b. An Employee may not receive any leave from the Catastrophic Leave account until s/he has used all his/her accrued Annual, Sick, and other paid Leave.
- c. An Employee who is himself/herself affected by a catastrophe as defined in subsection (1) may request in writing that a specified number of hours of Catastrophic Leave be granted.
- d. The request form will be made available at the Personnel Office and must be

completed by the Employee, except in cases where an Employee is unable to do so.

- e. The maximum number of hours that may be granted to an Employee shall be four hundred and eighty (480) hours per rolling calendar year. Any requests for an exception to this limit must be reviewed and approved by the County Manager, the Personnel Director, and the Union President if the Employee is a represented member of the Union.
 - f. An Employee may not receive any hours from the Catastrophic Leave account until s/he has worked for the County for at least two (2) years and has made the minimum annual contribution to the Catastrophic Leave account.
 - g. An Employee who fails to qualify for Catastrophic Leave pursuant to the requirements set forth in Subsection (f) above may receive Catastrophic Leave if eligible Employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying Employee's specific Catastrophic event. The receipt of such Catastrophic Leave shall be subject to the remaining requirements set forth in this Article.
 - h. An Employee who receives donated hours is entitled to payment for the Leave at a rate no greater than his/her own rate of pay.
 - i. A request for Catastrophic Leave, inclusive of exceptions to the aforementioned, must be approved by the Personnel Director and the Union President if the Employee is a represented member of the Union.
- 3. The minimum annual contribution to the Catastrophic Leave account shall be eight (8) hours per rolling calendar year. An Employee must have a combined balance of at least two hundred and forty (240) hours of Sick and Annual Leave on the books to contribute to the account.
 - 4. Any hours of Annual or Sick Leave that have been transferred from an Employee's account to the Catastrophic Leave account may not be returned or restored to that Employee. This section does not prevent the Employee from receiving Leave pursuant to Section (2) of this Article.
 - 5. All Employees of the County who are eligible to use Sick Leave, whether or not the positions they occupy are part of the Storey County Employee's Association, AFSCME, may use the Leave from the Catastrophic Leave account and/or donate to this account, subject to the remaining requirements set forth in this Article, unless such Employees are covered by another bargaining unit's collective bargaining agreement.
 - 6. Annual and Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating Employee's current base hourly

rate of pay. When an Employee is granted use of Catastrophic Leave, Employee's current base hourly rate of pay by the total number of hours granted.

7. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used:
 - a. The Personnel Director or his/her designee shall review the status of the catastrophe of the Employee and determine when the catastrophe no longer exists, based on appropriate medical documentation.
 - b. The Personnel Director or his/her designee shall not grant any hours of Leave from the Catastrophic Leave account after the catastrophe ceases to exist, or the Employee who is receiving the Leave resigns or his/her employment with the County is terminated.
 - c. Any Leave which is received from the Catastrophic Leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the Employee must be returned to the Catastrophic Leave account.
8. *Maintenance of Records on Catastrophic Leave.* Records will be maintained by the Payroll Department under the direction of the Comptroller. The Union may request in writing information concerning the use of the Catastrophic Leave account provided that any request for medical information be accompanied by a written release signed by the affected Employee(s).
9. *Substantiation of Catastrophe.* The Personnel Director or his/her designee may require written substantiation of the catastrophe and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the Employer. Visits to said physician shall be on County time.

ARTICLE 30. LEAVES OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of Absence with pay may be granted for medical purposes. Use of accrued Sick Leave (Leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) days duration, it becomes a Medical Leave of Absence and must meet criteria for Leave of Absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a Medical Leave without pay.

3. The Supervisor, for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons, may grant a Leave of Absence without pay. Policies regarding each are as follows:
 - a. Medical Leaves of Absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability Leaves of Absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of one hundred and eighty (180) calendar days.
4. Personal Leaves of Absence without pay for purposes other than medical/disability may be granted at the discretion of the Supervisor, and are subject to approval by the Personnel Director.
 - a. An Employee who requests a Leave of Absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid Leave of Absence of more than five (5) work days. An Employee who requests a Leave of Absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the Leave. Whether the reason for the Leave of Absence requires prior use of accrued Vacation shall be at the discretion of the Supervisor. However, in all cases where a Leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - b. Personal Leaves of Absence without pay may be granted for a maximum of six (6) months.
5. Effect of Leave of Absence without Pay on Employee Benefits.
 - a. Time spent on an unpaid Leave of Absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
 - b. An Employee on an unpaid Leave of Absence of over thirty (30) calendar days will not accrue Vacation or Sick Leave during the Leave of Absence.
 - c. An Employee on an unpaid Leave of Absence of over thirty (30) calendar days shall not be entitled to receive Employer-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
 - d. Upon notifying the Employer of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
 - e. Upon return from any unpaid Leave of Absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

6. Procedures and Responsibilities.

- a. Employees seeking Leave of Absence are required to:
 1. Notify the Supervisor in writing as far as possible in advance of the need for a Leave of Absence.
 2. Obtain and complete an Absence Request form and submit it for approval to the Supervisor.
 3. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc., if applicable.
 4. If approved during the Leave, maintain contact with the Supervisor regarding prognosis and/or possible return date. Notify Supervisor at earliest possible date of intended date of return.
 5. If an extension of Leave of Absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the Leave of Absence.
- b. The Employee's Supervisor will review the absence request and forward it to the Personnel Director for approval.
 1. The Supervisor will review and act upon a request for Leave of Absence in consideration of the following factors:
 - a. The purpose for which the Leave is requested;
 - b. The length of time the Employee will be away; and
 - c. The effect that Leave will have on the ability of the department to carry out its responsibilities.
 2. The Supervisor will ensure that a properly coded time sheet is submitted biweekly to the payroll department during the duration of the approved Leave.
 3. The Supervisor may approve up to twenty-four (24) hours of Leave to an Employee for emergency Leave, without loss of any accrued time.

ARTICLE 31. ON-THE-JOB INJURY

In the event an Employee is absent from work due to an accepted job-related injury, at the sole discretion of the Personnel Officer, the Employer may pay the Employee the difference between awarded Temporary Total Disability (TTD) payments and the Employee's full salary for a period of sixty (60) calendar days; however, such payment must be made by Employer to an Employee

who has suffered a job-related injury as a result of workplace violence or during the performance of a hazardous duty in response to an officially declared County emergency. Such payment may be extended an additional sixty (60) days at the sole discretion of the Personnel Officer unless the following provisions apply:

1. The Employee is able to perform his/her regular duties;
2. The Employee is able to perform temporary modified duties; or
3. The Employee becomes qualified to receive permanent disability compensation.

ARTICLE 32. LEAVE FOR CIVIC DUTIES

Temporary Leave at full salary will be provided to each Employee for jury duty, court appearances, or administrative proceedings arising out of the Employee's employment, selective service examinations, and voting. Leave may be granted for court appearances or administrative proceedings, not related to employment, in which the Employee is a party or a witness.

Employees subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment and which appearances occur outside his/her regularly scheduled shift shall be paid one-and-one-half (1.5) his/her regular rate of pay for the time spent at such appearances. Juror and witness fees received by the Employee shall be forfeited to the Employer.

ARTICLE 33. MILITARY LEAVE

Any Employee who is an active member of the United States Army Reserve, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve, Air Force Reserve, or the Nevada National Guard must be relieved of his/her duties, upon his/her request, to serve under orders without loss of regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. Employees may choose to use Annual Leave and compensatory time before taking Leave without pay. The Employer cannot require that Vacation or other personal leave be used.

Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. The Employer must count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave, and to determine the rate of pay if the rate is based on seniority. Employees do not have to be allowed to accrue Annual and Sick Leave while on Military Leave, unless other Employees are allowed to do so.

On completion of the period of military service, returning Employees must provide notice of the intent to return to employment. The length of time that the Employee has to provide notice depends upon the amount of time spent in service as established by Federal law.

Employees' reemployment rights shall be governed by Federal law.

ARTICLE 34. HOLIDAYS

1. *Holidays.* Recognized Holidays, in accordance with NRS 236, shall be as follows:

New Year's Day (January 1st)
Martin Luther King's Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Nevada Day (Last Friday in October)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Friday following the Fourth Thursday in November)
Christmas Day (December 25th)
Any day that may be appointed by the President of the United States for public fast, Thanksgiving, or as a legal observed holiday, except Columbus Day.

- a. If a holiday falls on a Saturday, the preceding Friday becomes the observed holiday.
- b. If a holiday falls on a Sunday, the following Monday becomes the observed holiday.

One floating holiday per calendar year to be pre-approved by the Employee's Supervisor.

2. *Holiday compensation.* Each Regular Full-Time Employee shall receive Holiday compensation. The Holiday compensation shall be equivalent to the Employee's regularly scheduled shift – eight (8), ten (10), or twelve (12) hours. If the Employee is scheduled for six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, the Holiday compensation will be twelve (12) hours.
 - a. *Holidays worked - regular shift.* An Employee required to work his/her regularly scheduled shift on a recognized Holiday shall receive regular pay PLUS additional Holiday compensation computed at time and one-half (1.5) of straight-time for the regularly scheduled shift, the combination thereof equaling two and one-half (2.5) compensation.
 - b. *Holidays worked - overtime.* An Employee required to work overtime on a recognized Holiday shall receive overtime compensation computed at one and one-half (1.5) of straight-time pay for the overtime worked, pursuant to Article 24 of this Agreement.
3. *Holidays not worked.* Employees who are not required to work on a recognized Holiday shall receive Holiday compensation equivalent to one (1) regularly scheduled shift.
 - a. Except for Employees in the Communications Series, if an Employee's regularly scheduled day off falls on a Holiday or observed holiday, the Employee will be granted one (1) shift off with pay during the workweek of the Holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the Employee and the Supervisor.
 - b. If the regularly scheduled day off of a Communications Series Employee falls on a Holiday, the Employee may elect to take one (1) regularly scheduled shift off in the same workweek, in lieu of Holiday pay, as mutually agreed between the Employee and Supervisor.

5. *Compensation for part-time employees.* Regular Part-Time Employees shall receive holiday compensation based on their regularly scheduled shift.
6. *Pay status.* In order to receive holiday compensation, an Employee must be in pay status immediately before and after the holiday.

ARTICLE 35. LONGEVITY

An Employee who has completed three (3) or more full consecutive years of uninterrupted regular employment with the County prior to July 1, 1997, shall receive Longevity payment. The payment shall be an amount equal to one percent (1%) of the Employee's current base rate of pay; base pay in this area of the contract is recognized as a 40-hour workweek for the Public Works Series Employee, and 35-hour workweek for the Administrative Series Employee, even if the Employee works a 40-hour workweek, for each full year of uninterrupted service, subject to the terms and conditions set forth in the County's Personnel Policies, Compensation Plan, Section 5.15.4, Maximum Amount of Longevity. Payment shall be paid biweekly based on the current base rate of pay.

At the beginning of any fiscal year in which the number of Employees receiving lump sum longevity pay becomes two (2) or less, the receipt of lump sum Longevity pay ceases to exist and any remaining eligible Employee shall be placed on an adjusted biweekly salary schedule. As of July 1st, 2010, all Employees qualified to receive Longevity are on an adjusted biweekly salary schedule.

In the event that the County alters or amends the terms, conditions, method and/or calculations of the payment of Longevity pay currently set forth in its Personnel Policies, Compensation Plan, Section 5.15, Longevity Pay, under which eligible non-bargaining unit Employees participate, eligible bargaining unit Employees covered by this Article shall be afforded the same opportunity to participate on the same basis as non-bargaining unit Employees. Elected Officials Longevity is subject to NRS 245.044, except the Justice of the Peace whose Longevity is provided through County Ordinance and Resolution.

ARTICLE 36. PAY AND EXPENSES FOR EDUCATION, TRAINING & LICENSING

The Employer shall reimburse an Employee who must obtain a license/certification to advance through his/her job-classification series or who must obtain a renewal or re-certification to maintain his/her current job for the license or certification or the renewal or re-certification fee. This shall be subject to prior review by the Employee's Supervisor and approval by the Personnel Director.

ARTICLE 37. EDUCATION INCENTIVE

Upon mutual agreement of the Employee and Employer, the Employee, subject to prior approval of the Employee's Supervisor and the Personnel Director, may pursue additional education. All mutual agreements that contain compensation and reimbursements must be in writing.

1. If the Employer mandates the education, the Employer shall pay all related costs

including compensation for the time spent in the class.

- a. Training and education which is required for the Employee to maintain his/her licenses, certifications, and credentials for his/her current job classification, and which is necessary for the Employee to maintain the minimum qualifications for his/her current job classification, and which is approved by the Supervisor or Department Head, shall be paid for by the Employer and shall not be subject to the following provisions in this Article. Expenses shall include textbooks and other materials required for the required training and education. The Employee shall receive the regular rate of pay during training and education which takes place during the 40-hour workweek period.
2. If the education is optional, the Employer may elect to compensate by providing reimbursement for costs or paying all related costs and/or time spent in class. Prior mutual written agreement between the Employee, the Employee's Supervisor, and the Personnel Director is required.
 - a. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
 - b. Only a Regular Full-Time Employee is eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Department Head and the Personnel Director.
 - c. The Employer may provide up to three thousand dollars (\$3,000) Education assistance to the Employee for each fiscal year. There will be no reimbursement if the costs are assumed by any other institution, scholarship, or grant-in-aid. The Employee is responsible for providing proof that s/he completed the course with a minimum grade of "B" eighty percent (80%). If the course is of a nature such that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other official documentation showing satisfactory passage of the course.
 - d. Education assistance shall include tuition, course fees, and required textbooks. Other items such as required calculators and lab tools may also be reimbursed in accordance with this Section when approved by the Department Head. While courses shall normally be taken on the Employee's own personal time, exceptions may be granted by the Department Head when the Employee's absence from work will cause no adverse impacts to his/her duties and other Employees in the workplace. The decision of the Department Head shall be subject to approval by the Personnel Director and County Manager.
 - e. Employees who do not complete the course with a notice of "satisfactory", or grade of "B" eighty percent (80%) or better must reimburse the Employer for the full amount of the assistance provided.

- f. Employees who voluntarily terminate their employment with the Employer (County) will be required to pay back the Employer for all optional education assistance exceeding one thousand dollars (\$1,000) provided by the Employer within the past five (5) years of employment. The amount owed will be deducted from funds owed to the Employee for Sick Leave and other extra pay reimbursement at termination. Funds owed will not be deducted from remaining payroll funds owed to the Employee. If there are insufficient funds to cover the required reimbursement, the Employee will be required to pay the Employer/ County the remaining amount owed within thirty (30) days of the date of termination.
- g. Each Employee requesting Educational assistance shall complete and sign an Education Reimbursement Agreement that complies with the provisions of this Article.
- h. If mutually agreed upon between the Employee, Department Head, Personnel Director, and the County Manager, additional Education assistance may be provided.

ARTICLE 38. UNIFORM ALLOWANCE.

- 1. The Employer shall reimburse Employees the cost of required uniform clothing. This shall include, but not be limited to, required shirts, jackets, and other clothing containing County logos, insignias, related lettering, etc. The cost for reimbursement shall be borne by the Department requiring the purchase or wearing of uniform clothing. Reimbursement shall be subject to receipts or other proof of purchase documentation.
- 2. The Employer will furnish such protective devices as goggles, safety shoes/boots, rubber boots and gloves, and all other equipment necessary to protect Employees from industrial injury and health hazards. The Employer will replace all protective devices on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated. All Safety equipment will conform to all current safety standards such as, but not limited to, OSHA, MSHA, etc.
- 3. The Employer shall provide all Regular Full-Time Employees in classified positions in Public Works roads, water, and sewer, a clothing allowance of three hundred fifty dollars (\$350.00) annually. This allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year; OR, upon agreement between the Employee and his/her Supervisor, the Employee may elect to be reimbursed up to a maximum of four hundred dollars (\$400.00) annually with provided receipts and prior agreement between him/her and the Supervisor.
- 4. Where steel-toed or safety footwear is required for County duty, including requirements by OSHA or MSHA, the Employer will provide a footwear allowance to the Employee of up to one hundred fifty dollars (\$150.00) every two (2) years based upon receipts or other

documentation to reimburse the Employee for the difference in price between steel-toed equipment and footwear and similar acceptable footwear without steel-toe protection. The two (2) year period will be calculated from the date of the Employee last received a footwear reimbursement of the full one hundred and fifty dollars (\$150.00) or received that amount cumulatively; provided that the Employee will receive up to the full reimbursement at any time his/her steel-toed or safety footwear is damaged by work-related duty so as to render the footwear unserviceable (excluding normal wear and tear as determined by the Department Head or Supervisor). The Department Head or Supervisor shall identify the positions which are eligible for reimbursement. Footwear purchased under this Section must comply with applicable safety standards established by the County or with OSHA or MSHA standards.

5. Upon approval by the Supervisor, the Employer shall reimburse a Regular Full-Time Employee in a classified position in Public Works roads, water, or sewer, for the costs of repairing or replacing watches or prescription eye glasses/contact lenses which are lost, damaged, or stolen while the Employee is in the performance of his/her duties, provided that there is notification to the Supervisor within seven (7) business days. Reimbursement amounts shall be limited to the actual replacement value for prescription eyewear, and fifty dollars (\$50.00) per claim for watches. An Employee may only make a claim up to one hundred seventy five dollars (\$175.00) for each fiscal year.

ARTICLE 39. SENIORITY

1. *County Seniority*. County seniority shall be calculated on the basis of calendar days of continuous service since the date of hire for Employees hired on or before June 30, 2005. County seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of hire for Employees hired on or after July 1, 2005.
2. *Job classification seniority*. Job classification seniority shall be calculated on the basis of calendar days of continuous service since the date of appointment to the job classification for Employees hired on or before June 30, 2005. Job classification seniority shall be calculated on a prorated basis based on actual hours scheduled to be worked since the date of appointment to the job classification for Employees hired on or after July 1, 2005.
3. *Break in service*. Occurs when an Employee resigns, is discharged for cause or retires. However, County seniority accrued prior to layoff shall be continued upon recall and reemployment. Job classification seniority may be continued provided the Employee is rehired into the same job classification. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into County service. Approved Leaves of Absence shall not be considered as breaks in service.

ARTICLE 40. LAYOFF & RECALL

The Employer shall determine the department that will be affected by layoff. The Employer shall determine reductions in staff levels that will have the least detrimental effect on department operations and will specify layoffs accordingly. County seniority will be *the* determining factor when identifying which Employee(s) are to be laid-off.

LAYOFF:

1. *Notice to Union.* Whenever it is determined that a layoff of Employee(s) may occur because of lack of work or funds, the Personnel Officer shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the Union at least seven (7) calendar days prior to the effective date of notification to Employees.
2. *Notice to Employee(s).* Employees to be laid-off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.
3. *Sequence of layoff.* Within the job classification(s) selected for layoff within the departments, the following sequence of layoff shall occur:
 - a. Temporary and probationary Employees within the job classification selected for layoff shall be laid-off first.
 - b. Thereafter, the Employee(s) with the least County seniority in the job classification(s) selected for layoff shall be laid off next.
 - c. Regular Employees shall be laid off only after those layoffs within Subsection (a) of this subsection have been exhausted.
4. Bumping rights shall be exercised in the following sequence of steps:
 - a. The Employee may replace an Employee in the same job classification, in another department, if the Employee has more County seniority than the Employee to be displaced.
 - b. If the Employee is unable to exercise bumping rights at Step (a), the Employee may replace an Employee in a lower job classification within the same job series in the same department, if the Employee has more County seniority than the Employee to be displaced.
 - c. If the Employee is unable to exercise bumping rights at Step (b), the Employee may replace an Employee in a lower job classification within another job series in the same or other department, if s/he has more County seniority than the Employee to be displaced and meets the minimum qualifications for the other position.

- i. An Employee electing to exercise bumping rights shall assume the grade of the Employee being bumped and the step closest to the bumping Employee's existing salary at the time of the layoff.
- ii. Any Employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.
- iii. Whenever it is determined that a layoff of Employees shall occur, the Employer agrees to supply current County seniority lists and job classification seniority lists to the Union for the jobs being affected.

RECALL:

1. The name of an Employee who has been laid-off shall be placed on the re-employment list and shall be recalled in the inverse order in which the Employee was laid-off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the Employee is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work shall have been offered the position. The Employee must provide the Employer with any address change while waiting for recall.
2. Notice of recall will be made in writing by certified mail to the Employee's address of record.
3. An Employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of recall.
4. An Employee recalled to his former or equated job classification must report for reemployment on the date established by the Supervisor or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the notice of recall.
5. An Employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an Employee accepts such a position, the Employee's name will be removed from the reemployment list.
6. An Employee on layoff accrues no additional Sick Leave or Annual Leave. When an Employee is recalled from layoff and re-employed, s/he is considered to have continuous service credit for computation of future earned Annual Leave. Sick Leave will be reinstated in an amount equal to that as of the date of Employee's layoff provided; however, Sick Leave will not be reinstated if the Employee has been previously compensated for accrued, unused Leave upon layoff, unless the Employee fully reimburses Employer for buy-out.

7. Employees on a re-employment list shall retain eligibility for recall for a period of eighteen (18) months from the date their name was placed on the list.
8. Upon returning to his/her original job classification, an Employee shall retain his/her accrued time for Merit increase and Longevity if rehired within eighteen (18) months.

ARTICLE 41. FILLING OF VACANCIES

All vacancies and/or promotional vacancies shall be filled by candidates who meet the minimum requirements of the position, as established by the Employer prior to the opening.

Notice of all vacancies and/or promotional vacancies within the bargaining unit shall be given to all Employees of the County by posting such notice on bulletin boards and via email and/or fax within the County departments for a period of not less than fifteen (15) calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information:

1. Title and job description of the position;
2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized;
3. Whether preference or priority will be given to County Employees;
4. Whether County or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
5. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.
6. Whether the test will consist of written, oral and or physical demonstration components.

ARTICLE 42. PERSONNEL RECORDS

The Employer will maintain a personnel file on each Employee. The Employer shall maintain only one (1) set of files on each Employee; the personnel office shall maintain said files. Any Employee has the right to review his/her personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the personnel office, which form shall be developed by the Personnel Office. Except as provided above, only those people working in the Personnel Office, and the Employee's Supervisor, shall have access to an Employee's files. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's files for legitimate personnel

purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for denial shall be provided to the Employee in writing.

Any materials placed in an Employee's file shall be copied to the Employee. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.

Any Employee under this policy, upon reviewing his/her personnel file who finds inaccurate or misleading material, may prepare and present to the Employee's Supervisor and Personnel Officer a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file. Consultation with and approval from the Supervisor or Personnel Officer is required prior to any action to remove material from a personnel file.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No information from any Employee personnel file may be given to a business without written permission of the Employee.

Any person accessing an Employee's file shall sign a file entry roster unless the access is the normal day-to-day access made by Employees working in the personnel office.

ARTICLE 43. DISCIPLINE & DISCHARGE

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline; however, in the case of a serious offense, an Employee may be summarily dismissed in the absence of a sequence of lesser discipline. No discipline shall be imposed except for just cause.

1. **PERSONAL REPRIMAND** - Notification administered by a Supervisor regarding a potential corrective action.

2. **VERBAL WARNING**- May be a documented corrective action per County policy. The documentation may remain in the Employee's personnel file for a period of no longer than twelve (12) months, after which time the Employee may request in writing to the Personnel Director that it be removed, provided that no other corrective action has been taken.

3. **WRITTEN REPRIMAND**- Written corrective or disciplinary action that may be administered by a Supervisor and shall document the cause for such action, in what manner the Employee's conduct was improper, the necessary corrective action, and that further disciplinary action may be taken if the Employee's conduct or performance is not corrected.

The Supervisor shall provide a copy of the warning letter to the Employee and ensure that the Employee signs one copy of the warning letter which shall be retained in the Employee's service record. A warning letter shall remain in the Employee's service record for a minimum period of eighteen (18) months, after which point the warning letter may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director.

4. **SUSPENSION** - In the event of the commission of a serious offense, the offending Employee may be suspended without pay for a period not to exceed thirty (30) calendar days, in accordance with the gravity of the offense and the previous record of the Employee. The Employer shall furnish the Employee with a written statement of the reasons and grounds for the suspension utilizing the Specificity of Charges. A suspension shall remain in the Employee's service record for a minimum period of twenty-four (24) months, after which the suspension may be removed from the Employee's service record upon the written request of the Employee and approval of the Personnel Director. Suspensions imposed for violations of Title VII or for violations of safety rules, regulations, laws, and/or procedures shall not be removed from the Employee's service record.

5. **DEMOTION OR DISCHARGE** - The Employer shall furnish the Employee with a written statement of the reasons and grounds for the demotion or discharge utilizing the Specificity of Charges.

6. **SPECIFICITY OF CHARGES** - All disciplinary actions imposing suspension, demotion or discharge shall be furnished to the Employee in writing and shall state the nature of the offense, the cause for such action, in what manner the Employee's conduct was improper, and the specific rule, regulation, ordinance, law or policy violated.

The Supervisor shall provide a copy of the Specificity of Charges to the Employee and ensure that the Employee signs one copy of the Specificity of Charges which shall be retained in the Employee's service record. The Employee's signature does not constitute an admission of guilt, but merely an acknowledgement of receipt of the charge. If the Employee refuses to sign, a witness signature must be obtained.

7. **DISPUTE OVER DISCIPLINE OR DISCHARGE** - In the event that a dispute arises between the Employer and the Employee regarding the existence of good cause for the suspension of the Employee, or the demotion or discharge of the Employee, such dispute shall be adjudicated in accordance with Article 17 of this Agreement.

Suspension in excess of ten (10) working days, demotion, or discharge shall be effective upon the date stated in the Specificity of Charges and shall not be stayed by the filing of a grievance discipline unless the discipline is ultimately reversed. Reversal of a suspension in excess of ten (10) working days, demotion, or discharge shall result in reinstatement and an award of back pay to and including the effective date of discipline.

ARTICLE 44. INVOLUNTARY TRANSFERS

No Employee may be transferred for purposes of harassment or discipline. An Employee who believes s/he has been transferred for the purpose of harassment or discipline may file a grievance in accordance with Article 17 of this Agreement.

ARTICLE 45. POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an Employee for refusing to submit to a polygraph examination. Testimony regarding whether an Employee refused to submit to a polygraph examination shall be limited to state that, "Storey County does not compel Employees to submit to polygraph examinations." This Article is limited in its application to current Regular Full-Time Employees and current Regular Part-Time Employees as defined in Article 3 of this Agreement, and is subject to all applicable State and Federal laws.

ARTICLE 46. BENEFITS INSURANCE

1. Employee eligibility for health insurance shall commence ninety (90) days after the hire date and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for all Regular Full-Time Employees hired on or before June 30, 2005. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than forty (40) hours per workweek hired on or after July 1, 2005. Employer agrees to pay \$30,000 A D & D of Employee for the term of this Agreement.
3. For Employees hired before July 1, 2014, the Employer agrees to pay the monthly premiums for health insurance for dependents (up to age 26) of Employees and spouses who are not eligible for any other health insurance coverage on the same percentage basis as Employer pays for the Employee. Effective May 1, 2012, if the Employee's spouse is eligible for any other health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty percent (50%) of the cost of the spouse's coverage.
 - a. All Employees shall provide annual certification stating whether their spouses are eligible for any other health insurance coverage on a County provided affidavit.
 - b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates

a higher level of spousal and/or dependent coverage than is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

4. For Employees newly hired on or after July 1, 2014, spouses and dependents are not eligible for Employer-paid health insurance coverage.
 - a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions) and whose position becomes or who moves to a position that is or becomes eligible for health insurance benefits; and any Employee who has had a break in service of no more than eighteen (18) months for any reason.
 - b. This Article shall be reopened for negotiation in 2014 in accordance with NRS 288 so that in the event that Storey County Sheriff's Office Employee's Association/ Operating Engineers Local Union No. 3 and/or Storey County Fire Fighters Association IAFF Local 4227, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage that is provided in this Article, or that coverage is offered to any Employees excluded from coverage by Collective Bargaining Agreements (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.
5. Employee may opt out of Employer paid health insurance coverage and receive fifty percent (50%) of the premium the Employer would have paid for Employee only. Premium percentage will be paid to the Employee via payroll once per month and may be considered taxable income. Opt-out must be done annually during an open enrollment period.
6. The Employer shall allow one (1) representative from the Union to communicate with the Employer and participate in a representative advisory role with the Employer in decision making pertaining to changes to Employee health benefits, including medical, dental, and vision.
7. *Legal Liability.* NRS Chapter 41 shall apply to all represented Employees as appropriate.

ARTICLE 47. RETIREMENT

1. *Retirement contributions.* The Employer will pay retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of NRS Chapter 286 in respect to "Early Retirement."
2. *Health insurance subsidy.* The Employer shall pay monthly health insurance premiums for retirees as required under NRS Chapters 286 and 287. This payment shall be made regardless of the insurance provider elected by the retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to

pay if the retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program. Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program shall be responsible for the payment of any excess difference in cost for the coverage elected.

ARTICLE 48. EMERGENCY CLOSURE

In the event the County or a portion thereof closes due to a health, welfare, or safety issues, and such closure is authorized by the State or County Commissioners, Employees who are unable to report to work due to such official closure shall be paid up to five (5) working days per incident at their regular rate of pay per day. This Article shall not apply to Employees in classified positions in Public Works roads, water, sewer; Communications Series; and Information Technology Series.

ARTICLE 49. PREVAILING RIGHTS

All previous benefits including hours, wages, and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this Agreement, will not be diminished without mutual consent of the parties.

There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.

There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 50. PRIVATIZATION / SUBCONTRACTING

1. It is agreed that work normally done by bargaining unit Employees shall not be contracted out to non-Employees of the County so as to cause the number of Employees within the bargaining unit to fall below twenty-two (22) Employees.
2. It is agreed that work normally performed by bargaining unit Employees shall not normally be performed by non-bargaining unit Employees.
3. This Article shall not apply when bargaining unit Employees and/or adequate equipment are not available for work, when an immediate emergency exists, or when the provisions of this Article conflict with the provisions set forth in Article 18 of this Agreement.

ARTICLE 51. SUCCESSOR CLAUSE

1. Storey County agrees to negotiate with the Union, to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its County services prior to or upon any decision to consolidate, or any other form of placement or transfer. Nothing in this Article will

prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise, in the location or place of business of either party.

ARTICLE 52. NO STRIKE / NO LOCKOUT

Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.


ARTICLE 53. SAVINGS CLAUSE

This Agreement is the entire Agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

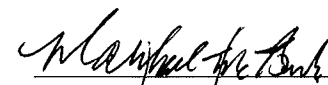
ARTICLE 54. DURATION OF AGREEMENT

1. Except as otherwise provided herein, this Agreement shall be in full force and effect July 1, 2013 through June 30, 2016.
2. Pursuant to NRS 288.150(w), this Agreement or any provision herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency severe enough in their impact to cause the following conditions:
 - a. A revenue shortfall of greater than or equal to five percent (5%) below budgeted taxation revenues has occurred within the preceding fiscal year; AND
 - b. The fiscal emergency is of a nature deemed critical enough to re-open any and all existing collective bargaining agreements which are in effect at the same time.

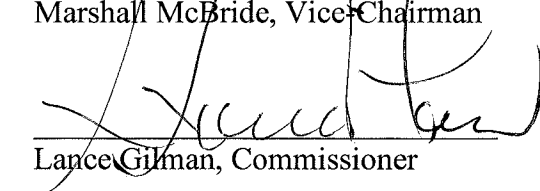
STOREY COUNTY



William "Bill" Sjovangen, Chairman



Marshall McBride, Vice-Chairman




Lance Gilman, Commissioner



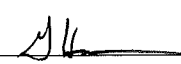
APPROVED AS TO FORM:

William "Bill" Maddox, District Attorney

**STOREY COUNTY EMPLOYEE'S ASSOC.
AFSCME-COMSTOCK CHAPTER**



Tobi Whitten, President



Gerrie Honea, Vice-President

Signed Commissioner Meeting July 02, 2013

APPENDIX A. Storey County Job Classifications and Pay Grades

APPENDIX A

Current Classifications	Grade	Added or Changed
Administrative Clerk	110	11/28/2011
See Position Statements Also for Administrative Employees		
Administrative Assistant I	113	11/28/2011
Administrative Assistant II	116	11/28/2011
Administrative Assistant III	119	11/28/2011
Adm. Spec/Office Mgr	122	11/28/2011
Senior Administrative Spec	124	11/28/2011
Property Appraiser I	116	11/28/2011
Property Appraiser II	122	11/28/2011
Property Appraiser III	126	11/28/2011
GIS Coordinator	120	
Network Support Technician	116	6/28/2012
Network Support Technician II	124	7/1/2011
Communications Specialist	113	6/28/2012
Communications Specialist II	116	6/28/2012
Senior Communication Specialist	119	6/28/2012
Building Inspector I	113	
Building Inspector II	122	
Building Inspector III	126	
Planner	122	
Auto & Equip Tech I	113	
Auto & Equip Tech II	116	
Custodial Maintenance Worker	110	
Maintenance Worker I/II-CDL	116	
Maintenance Worker I/II-CDL	119	
Senior Maintenance Worker CDL	121	
Road Maintenance Foreman	127	
Treatment Plant Operator	119	
Treatment Plant Operator II	127	
Deputy Director of Public Works	132	
Visitor Liaison	110	6/28/2012

(Appendix A continued)

Attachment A		ANNUAL SALARY 7/1/2013 through 6/30/2014									
Step	Grade	1	2	3	4	5	6	7	8	9	10
110		31,724.14	32,634.50	33,983.72	35,175.13	36,404.21	37,678.34	38,997.11	40,361.99	41,774.66	43,236.78
113		34,163.43	35,359.18	36,596.74	37,877.62	39,203.35	40,575.46	41,995.62	43,465.45	44,986.74	46,561.29
116		36,790.28	38,077.97	39,441.09	40,799.04	42,217.73	43,695.33	45,224.09	46,807.53	48,445.81	50,141.42
119		39,619.11	41,005.81	42,441.01	43,926.42	45,463.88	47,055.09	48,702.04	50,406.58	52,170.84	53,996.82
120		40,609.59	42,030.95	43,502.03	45,024.59	46,600.47	48,231.47	49,919.60	51,666.75	53,475.11	55,346.74
122		42,665.45	44,158.76	45,704.32	47,303.95	48,959.62	50,673.18	52,446.78	54,282.38	56,182.28	58,148.87
124		44,825.38	46,394.29	48,018.10	49,696.71	51,438.20	53,238.51	55,101.90	57,030.42	59,026.51	61,092.44
126		47,094.66	48,743.01	50,449.02	52,214.72	54,042.26	55,933.72	57,891.44	59,917.58	62,014.74	64,185.24
127		48,272.03	49,961.58	51,710.25	53,520.08	55,393.32	57,332.06	59,338.72	61,415.53	63,565.10	65,789.88
128		49,478.83	51,210.62	53,003.00	54,858.09	56,778.16	58,765.36	60,822.19	62,950.91	65,154.23	67,434.63
129		50,715.81	52,490.88	54,328.08	56,229.54	58,197.61	60,234.50	62,342.75	64,524.08	66,783.09	69,120.49
130		51,983.70	53,803.15	55,666.28	57,565.28	59,502.55	61,474.37	63,491.32	65,547.80	67,649.51	69,792.72
131		53,283.29	55,148.23	57,078.44	59,076.17	61,143.86	63,283.87	65,498.85	67,791.24	70,163.98	72,619.72
132		54,615.37	56,526.93	58,505.39	60,553.08	62,672.45	64,865.97	67,136.32	69,486.02	71,918.09	74,435.21
133		55,980.75	57,940.10	59,968.03	62,066.90	64,239.26	66,487.62	68,814.73	71,223.17	73,716.04	76,296.09
134		57,380.27	59,388.60	61,467.23	63,618.57	65,845.24	68,149.81	70,535.10	73,003.76	75,558.95	78,203.49
135		58,814.78	60,873.31	63,003.91	65,209.04	67,491.37	69,853.56	72,298.48	74,828.85	77,447.93	80,158.58
136		60,285.15	62,395.14	64,579.01	66,839.26	69,178.63	71,599.94	74,105.94	76,699.57	79,384.12	82,162.54
137		61,792.28	63,955.02	66,193.48	68,510.25	70,908.43	73,389.90	75,958.58	78,617.06	81,368.75	84,216.61
138		63,337.09	65,553.90	67,848.32	70,223.00	72,680.82	75,224.64	77,857.55	80,582.49	83,402.94	86,322.94
139		64,920.52	67,192.74	69,544.53	71,978.57	74,497.84	77,105.26	79,803.98	82,597.05	85,488.02	88,480.07
140		66,543.54	68,872.56	71,283.14	73,776.04	76,360.29	79,032.88	81,799.08	84,661.98	87,625.21	90,692.08
141		68,207.12	70,594.37	73,065.22	75,622.49	78,269.30	81,009.04	83,844.06	86,778.53	89,815.85	92,959.38
142		69,912.30	72,359.23	74,891.85	77,513.05	80,226.04	83,033.93	85,940.16	88,947.99	92,061.24	95,283.37
143		71,660.11	74,168.21	76,764.14	79,450.88	82,231.63	85,109.78	88,088.67	91,171.69	94,362.77	97,665.46
144		73,451.62	76,022.42	78,683.24	81,437.16	84,287.48	87,237.52	90,290.89	93,450.98	96,721.84	100,107.09
145		75,287.90	77,922.97	80,650.32	83,473.09	86,394.66	89,418.45	92,548.16	95,787.26	99,139.88	102,609.78
146		77,170.10	79,871.05	82,666.57	85,559.92	88,554.35	91,653.92	94,861.87	98,181.95	101,618.38	105,175.03
147		79,099.35	81,867.82	84,733.24	87,698.92	90,768.39	93,945.26	97,233.42	100,636.49	104,158.84	107,804.40
148		81,076.83	83,914.51	86,851.57	89,891.39	93,037.61	96,293.90	99,664.25	103,157.41	106,782.81	110,499.53
149		83,103.76	86,012.38	89,022.87	92,138.67	95,363.54	98,701.24	102,155.86	105,731.22	109,431.88	113,261.90
150		85,181.35	88,162.59	91,248.44	94,442.14	97,747.83	101,168.77	104,709.45	108,374.50	112,167.68	116,093.54
151		87,310.89	90,366.76	93,529.64	96,803.33	100,191.33	103,697.99	107,327.50	111,083.87	114,971.87	118,995.88
152		89,493.66	92,625.92	95,867.88	99,223.27	102,686.11	106,290.45	110,010.69	113,860.96	117,846.17	121,970.78
153		91,731.00	94,941.57	98,264.58	101,703.85	105,266.51	108,947.71	112,760.96	116,707.48	120,792.35	125,020.05
154		94,024.27	97,315.11	100,721.20	104,246.45	107,899.10	111,671.41	115,579.98	119,625.17	123,812.14	128,145.56
155		96,374.88	99,747.98	103,239.23	106,852.93	110,599.48	114,483.19	118,469.48	122,615.80	126,907.44	131,349.19
156		98,784.26	102,241.68	105,820.21	109,523.61	113,357.29	117,327.89	121,446.00	125,681.20	130,080.13	134,632.92
157		101,253.86	104,797.72	108,465.71	112,262.03	116,191.25	120,257.89	124,467.00	128,823.23	133,332.18	137,998.73
158		103,785.20	107,417.86	111,177.35	115,068.58	119,096.01	123,264.34	127,578.67	132,043.80	136,665.43	141,448.71
159		106,379.84	110,103.10	113,956.79	117,945.29	122,073.41	126,345.94	130,768.14	135,344.90	140,082.02	144,984.93
160		109,039.34	112,855.69	116,805.71	120,893.93	125,125.25	129,504.59	134,037.34	138,728.53	143,584.11	148,609.55

General Salary Schedule

APPENDIX B. Performance Review Policy.

Contact the Personnel Office for the most recent Performance Review Policy.